



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BAYWEST MANAGEMENT CORPORATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing was scheduled to deal with a landlord's Application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent; loss of rent; late fees; and, authorization to retain the security deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

The tenant stated that he had served with the Branch with a written submission via facsimile sent on November 13, 2013. The tenant's written submission was not before me and I permitted the tenant the opportunity to read from the submission during the hearing.

During the hearing, the parties reached a mutual agreement that I have recorded by way of this decision and the Orders that accompany it.

### Issue(s) to be Decided

What are the terms of the mutual agreement?

### Background and Evidence

The tenancy commenced February 1, 2013 and the tenant is required to rent of \$675.00 on the 1<sup>st</sup> day of every month. The tenancy agreement provides for the payment of late fees in the amount of \$25.00 per occurrence. On October 18, 2013 the landlord personally served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) indicating rent of \$423.00 was outstanding as of October 1, 2013. The tenant did not file to dispute the Notice. The tenant paid \$100.00 to the landlord on October 25, 2013 and \$485.00 by way of a cheque given to the landlord on October 29, 2013.

The landlord cashed the cheque on November 1, 2013 and issued a receipt to the tenant for "use and occupancy only". The tenant continues to reside in the rental unit.

During the hearing, the parties reached the following mutual agreement in an effort to continue with this tenancy:

1. The tenant shall pay to the landlord the balance of rent owed for the month of November 2013 and a late fee in the amount of \$538.00 no later than November 27, 2013.
2. The tenant shall pay to the landlord the filing fee paid for this Application for Dispute Resolution in the amount of \$50.00 no later than December 31, 2013.
3. The tenant shall pay to the landlord the rent for the month of December 2013 and a late fee, as applicable, no later than December 31, 2013.
4. Should the tenant fail to meet any of the above terms the landlord is at liberty to serve the tenant with the Order of Possession that is provided to the landlord with this decision so as to end the tenancy two (2) days after service.
5. Should the tenant fulfill terms 1. through 3. described above, the Order of Possession will become null and void.

### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a mutual agreement during the hearing and to record a mutual agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and make the terms binding upon both parties.

Pursuant to the mutual agreement, the landlord is provided an Order of Possession effective two (2) days after service upon the tenant. The Order of Possession may only be served in the event the tenant fails to fulfill term no. 1, 2 or 3 of the mutual agreement recorded in this decision. Should the tenant fulfill terms 1 through 3 the Order of Possession shall become null and void.

I have provided the landlord with Monetary Orders for the sums of \$538.00 and \$50.00 as these losses have already been incurred. Should the tenancy come to an end due to the tenant's failure to satisfy these Monetary Orders, the landlord is at liberty to apply the security deposit to the unpaid balance of these Monetary Orders.

I have not provided the landlord with a Monetary Order with respect to rent and/or a late fee for December 2013 as such have not yet been realised and it is possible the tenancy may end sooner than December 2013 pursuant to term no. 1 and 4. of the mutual agreement. Should the tenant fail to pay rent and/or the applicable late fee for December 2013 the landlord is at liberty to make a subsequent Application seeking a Monetary Order.

### Conclusion

The parties reached a mutual agreement that I have recorded by way of this decision and the Orders that accompany it.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 19, 2013

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Residential Tenancy Branch

